

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between TIMOTHY MINTER, an individual, on behalf of himself, his spouse, agents, representatives, assigns, heirs, executors, administrators, beneficiaries, and trustees ("MINTER"), on the one hand, and the CITY OF ADAIRSVILLE, GEORGIA (the "CITY") on the other hand.

WHEREAS, a dispute exists between MINTER and the CITY about wages owed to him, which resulted in the filing by MINTER of a lawsuit in the United States District Court for the Northern District of Georgia, Rome Division, against the CITY, Civil Action No. 4:14-cv-286-HLM-WEJ (the "Lawsuit"); and

WHEREAS, MINTER and the CITY desire to effect a full, complete, final, and binding settlement and compromise of the claims set forth in the Lawsuit.

NOW, THEREFORE, in consideration of the mutual covenants and promises each party has made to the other as set forth in this Agreement, MINTER and the CITY agree as follows:

1. **Dismissal Of The Lawsuit.** The Parties agree to file a Stipulation of Dismissal with Prejudice of the Lawsuit upon execution of the Agreement, approval by the Court of the terms of this Agreement, and delivery of the settlement funds set forth in Paragraph 2.

2. **Consideration.** In exchange for the promises made by and in consideration for all of the terms agreed to by MINTER in this Agreement, upon approval of this Agreement by the Court, the CITY agrees to pay to MINTER the total amount of \$7,000 allocated as follows:

- a. \$1,750 to MINTER representing alleged back wages owed. Standard employment withholdings will be withheld from this amount;
- b. \$1,750 to MINTER representing alleged liquidated damages owed; and
- c. \$3,500 to MINTER'S attorney, THE LORUSSO LAW FIRM, P.C.

3. **Other Agreements By MINTER.** MINTER also agrees that:

- (a) he is entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. MINTER has not been coerced, threatened, or intimidated into signing this Agreement;
- (b) he has been advised to consult with, and has in fact consulted with, his attorneys prior to signing this Agreement; and
- (c) he has been provided a reasonable period of time to consider this Agreement;

4. **Agreement Concerning Attorneys' Fees and Costs.** MINTER and the CITY agree that, except as otherwise provided herein, the parties will bear their own attorneys' fees



and costs incurred as a result of the claims set forth in the Lawsuit.


TIMOTHY MINTER

Date: 01 08 15


THE CITY OF ADAIRSVILLE, GA

Date: 1.14.15

By: Pamela Madison

Its: City manager